

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA
OMAHA DIVISION

In Re

**Scott Jerome Stark, aka
Scott J Stark and
Toni Leigh Stark, aka
Toni L Stark,**
Debtors.

Case No: 13-80946-TLS
Chapter: 13 (RE: Doc 37)

**MOTION FOR RELIEF FROM
AUTOMATIC STAY**

Nationstar Mortgage LLC,
its successors and assigns,
Movant.

Hearing date: 11/02/2015
Hearing time: 10:00 AM

**STIPULATED ORDER IN SETTLEMENT OF
THE MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

COMES NOW Movant, **Nationstar Mortgage LLC**, ("Movant"), by and through its attorney Jonathon B. Burford, and the Debtors, **Scott Jerome Stark and Toni Leigh Stark**, ("Debtors"), by and through their attorney, **Francis X. Skrupa**, and enter this Stipulated Order ("Order") in settlement of the above referenced motion, with terms as follows:

- 1) Debtors have granted, and the parties hereto acknowledge, that **Nationstar Mortgage LLC**, has a valid, perfected security interest in certain real property commonly known as **19403 Sahler Street, Elkhorn, NE 68022-2291** (the "Property").
- 2) Debtors agree that they were due and owing to Movant for 12 Post-Petition mortgage payments of \$2,509.93 each (December 2014 through and including November 2015), Attorney fees and costs of \$1,026.00, minus Post-Petition partial payments in the amount of \$783.24 totaling \$30,361.92, (the "Arrearage"), as of November 1, 2015.
- 3) In the event that the Debtors successfully complete the loan modification application and are approved for a permanent loan modification, then they will not be required to make any stipulation payment s for any delinquency amounts that were included in the permanent loan modification.
- 4) Beginning December 1, 2015, and continuing the like day of each succeeding month thereafter, Debtors shall timely and fully make their regular monthly mortgage payments to Movant due on the 1st of each month, according



to the terms of the Note.

5) From and after the date of entering this Order, Debtors shall continuously maintain and pay for adequate insurance on the Property and pay all taxes attributable to the Property when due.

6) On or before December 15, 2015, and in addition to the payment required under Paragraph 3 above, Debtors shall cure the remaining amount of the Arrearage by making six (6) consecutive, additional, monthly payments of \$5,060.32 to Movant due on the 15th of each month, commencing December 15, 2015.

7) Debtors shall send mortgage payments to the following address while in Bankruptcy, until/unless notified otherwise by Movant, or its successors and assigns:

Nationstar Mortgage LLC
Attn: Bankruptcy Department
P.O. Box 619094
Dallas, TX 75261-9741

8) Debtors and Movant agree that if Debtors fail to timely or fully make either their regular mortgage payment, additional mortgage payments, maintain adequate insurance on the Property, or pay all taxes attributable to the Property, Movant shall notify Debtors and Debtors' counsel, in writing, of the material default. Debtors shall have fourteen (14) days from the date of such letter is mailed to cure said default IN FULL.

9) Debtors and Movant agree that if Debtors do not cure the default within the specified fourteen (14) days IN FULL, then Movant shall provide notice thereof to the United States Bankruptcy Court and relief from the automatic stay shall be granted immediately without further notice or hearing. In the event that a default does occur, Movant shall be entitled to collect all attorney fees and costs incurred in connection with such default.

10) Debtors and Movant agree that if Debtors, at any time after execution of this Stipulated Order, convert the instant Chapter 13 bankruptcy case to a case under Chapter 7, Movant shall notify Chapter 7 Trustee, Debtors and Debtors' counsel in writing, of the contractual arrearage due, if any. Debtors shall have fourteen (14) days from the date the letter is mailed to cure the contractual arrearage IN FULL.

11) Debtors and Movant agree that if Debtors do not cure the



contractual arrearage within the specified fourteen (14) days IN FULL, then Movant shall provide notice thereof to the United States Bankruptcy Court and relief from the automatic stay shall be granted immediately without further notice or hearing.

12) Debtors and Movant further agree that if Debtors' instant Chapter 13 bankruptcy case is dismissed, this stipulated order shall no longer be binding upon the parties as of the date of dismissal, unless agreed to otherwise by the parties in writing.

13) Debtors and Movant agree that Movant's motion be and is hereby DENIED AS SETTLED.

So Ordered:

Dated: December 9, 2015

s/ Thomas L. Saladino

Honorable Judge Thomas L. Saladino
United States Bankruptcy Judge

By: /s/Jonathon B. Burford
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Copies Mailed To:

Scott Jerome Stark
Toni Leigh Stark
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19403 Sahler St
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Copies electronically sent by the court to:

*Jonathon Burford, Frank Skrupa/Warren Ford, Kathleen Laughlin & UST

*Movant shall provide notice to parties in interest, as required by rule or statute.



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